

# St Benedict's Catholic College



## Lettings policy

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<b>Ratified by governors</b>	June 2024
<b>Date of next review</b>	June 2027

## **LETTINGS POLICY:**

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### **1.1 INTRODUCTION**

The Governing Body has adopted the lettings policy set out below. The College recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

### **1.2 DEFINITION OF A COLLEGE LETTING**

A letting is defined as 'any use of the College building and grounds by parties other than the College'. Use of the premises for activities such as staff meetings, Governing Body meetings or where students are supervised by College staff, are considered College related and do not require a letting agreement.

### **1.3 MANAGEMENT OF LETTINGS**

The Governing Body has delegated the responsibility for lettings to the Principal. The Principal has delegated part of this responsibility to the Business Manager.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

### **1.4 CONSIDERING APPLICATIONS FOR LETTINGS**

The Business Manager, in liaison with the Principal, will decide on the approval of the application with consideration given to:

- Interference with College activities; priority at all times should be given to College functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- Safeguarding
- Health and safety considerations in relation to the provision of risk assessments for the proposed activities
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the College.

## 1.5 CHARGES

For ad hoc lettings, the applicant is required to pay the applicable charges in full, 30 days prior to the date of the hire. The letting will not be considered booked until payment is received. For regular lettings, the Hirer will be invoiced monthly in advance.

The Governing Body is responsible for setting charges for each area available for hire.

Rates for academic year 2024/25

<u>Area</u>	All prices shown excluding VAT	
	Regular lettings	Ad Hoc lettings
	<b>Cost Per Hour</b>	<b>Cost Per Hour</b>
	£	£
Sports hall	£ 35.40	£ 55.20
Gymnasium	£ 35.40	£ 55.20
Outdoor Classroom	£ 28.00	£ 40.40
Changing rooms	£ 15.20	£ 15.20
Classroom	£ 28.00	£ 40.40
Subsequent classrooms	£ 7.60	£ 7.60
Computer Suite	£ 28.00	£ 40.40
Manning Hall	£ 35.40	£ 53.80
Dining Hall	£ 35.40	£ 53.80
Drama Studio	£ 35.40	£ 53.80
Library	£ 35.40	£ 53.80
<b>Additional cost for Weekend or Bank Holiday lettings</b>	£ 6.60	£ 6.60
<b>Sports fields:</b>	<b>Cost Per Hour</b>	<b>Cost Per Hour</b>
Pitch hire (rate applied per pitch) Monday to Friday	£ 21.20	£ 21.20
Pitch hire (rate applied per pitch) Weekends	£ 28.00	£ 40.40

Note: The hourly rate will be applied to the nearest 15 minutes.

Note: VAT will apply to some lettings, in line with HMRC rules, please contact the College Business Manager to discuss your specific circumstances

## **1.6 HEALTH & SAFETY**

No smoking is allowed on site. The College has a responsibility to work within the framework of the law, however, Hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are held by the College supervisor. The College's telephone system may be used in the event of an emergency.

The College reserves the right to cancel any letting where the Hirer fails to comply with health and safety issues (see Conditions of Hire information).

The College requires any electrical items used to have an in date PAT sticker.

The Business Manager will monitor the number of people on site with regard to safety in the event of a fire and insurance.

## **1.7 SAFEGUARDING**

All Hirers who provide activities for children and young people are required to c

- Provide the College with a copy of their current safeguarding procedures
- confirm to the College that all those working directly with children are DBS checked
- provide the College with the name and contact details for your designated safeguarding lead
- provide the College with a copy of a notice that will be displayed during each hire to alert parents of the name and photograph of the designated safeguarding lead on site for the session

All Hirers should note that in the event that the College receives a report of a safeguarding incident relating to the hire, then the College are required to report such to the LADO (Local Authority Designated Officer). Should the College need to do this, we may require you to provide us with personal information for individuals, but we may not be able to provide you with the reason we require them.

## **1.8 COMPLAINTS**

In the event of a Hirer being dissatisfied with the facilities or service, the College will investigate in line with the Complaints Policy.

## APPENDIX A – Terms and conditions of hire

### 1. GENERAL CONDITIONS

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire Form, have adequate Public Liability Insurance cover in place and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form. College premises are generally unavailable for hire during normal term time College hours or later than 10pm. This may be extended to 11pm on Friday and Saturday evenings. All other times are by negotiation. The College is not usually available for hire on Bank Holidays or between 24<sup>th</sup> December and 2<sup>nd</sup> January.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the college supervisor on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, Hirers are requested to ensure that disposable nappies are not left on the College's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the College's cleaners will clean the premises and will charge the cost to the Hirer.**
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The College will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the College site with the College's prior agreement. The Hirer is requested to inform the College in advance if the media is expected.
- 1.9 The Hirer agrees to pay the College on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 **No intoxicating liquor shall be included in the refreshments available at any functions without the College's written consent.** No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the College in advance.
- 1.11 Parking is permitted within marked spaces. Vehicles must not be parked where they would cause an obstruction. The College cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the College premises.
- 1.12 When classrooms are hired, the Hirer is responsible for ensuring students' property; work or equipment is not interfered with in any way.

- 1.13 Regular Hirers of facilities are assumed to attend each week and must notify the College of any absence without delay by contacting the College reception. A charge is levied whether or not the facility is used.
- 1.14 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.
- 1.15 All furniture should be returned to its original position at the end of the let.
- 1.16 The College prohibits the use of fireworks.
- 1.17 No candles are permitted on site.
- 1.18 No smoking is allowed on the College site.
- 1.19 Authorised representatives of the College may enter the premises at any time for any reason during the let.
- 1.20 The College may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- 1.21 Any event deemed to bring the College's good name into disrepute can be cancelled at any time by the College.
- 1.22 Publicity materials used must be approved by the College in advance.
- 1.23 The Hirer is responsible for carrying out a risk assessment. The College will require the Hirer to provide a copy of this assessment to the College Business Manager.
- 1.24 Should the Hirer need to call the emergency services during a let the college supervisor must be informed.
- 1.25 The Hirer must comply with the college's arrangements for disposal of any rubbish or waste materials. If significant waste will be generated, an extra charge may be applied.

## **2 PAYMENT AND CANCELLATION**

- 2.1 For ad hoc lettings, the applicant is required to pay the applicable charges in full, 30 days prior to the date of the hire. The letting will not be considered booked until payment is received.
- 2.2 For regular lettings, the applicant will be invoiced monthly in advance. All invoices must be settled within 30 days of the invoice being issued.
- 2.2 For regular lettings, the applicant will be invoiced monthly in advance. All invoices must be settled within 30 days of the invoice being issued.
- 2.3 The College reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the College shall not otherwise be liable for damages in respect of such cancellation.

- 2.4 The Hirer will be allowed to cancel or postpone a booking on the following conditions:
- 2.4.1 If seven or more days' notice is given of cancellation or postponement prior to the date of hire, any payment made will be refunded.
  - 2.4.2 If less than seven days' notice is given of cancellation or postponement prior to the date of hire, full charges will be payable.
- 2.5 Cancellations will only be accepted in writing or via email to the College.

### **3 HEALTH AND SAFETY**

- 3.1 Hirers who use the premises to hold classes for children must provide a Child Protection Policy which the College will hold on file.
- 3.2 It is illegal to smoke (including e-cigarettes) on any part of the College site.
- 3.3 Permission to use the premises will not be granted if, in the opinion of the College, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or College activity. Hirers are requested to respect the College's neighbours' rights.
- 3.4 The Hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 3.5 The Hirer must arrange for an adequate number of responsible people to be present throughout the period of hire to assist in the preservation of order. At no time during the let may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 3.6 The Hirer is responsible for arranging first aid provision for the period of hire.
- 3.7 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the College unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the Hirer (or his representative) is present.
- 3.8 Any electrical equipment brought on to the premises must have an in date PAT test sticker.
- 3.9 Furniture should not be moved into the corridors and should not block any Fire Exits. Any furniture which is rearranged must be returned to its original position at the end of the hire.
- 3.10 Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- 3.11 Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be used or erected without the consent of the College.

- 3.12 Noise must not be above the normal level created by conversation or small groups of live singing. Music may be played quietly but may not be played at a level that could be considered to be a nuisance. The arbiter of the noise level is the College supervisor and any failure to comply with his or her instructions will lead to the cessation of the event.

#### **4. ADDITIONAL FACILITIES**

- 4.1 No additional staging, curtains, decorations or scenery may be erected without the College's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited.
- 4.2 Chairs and furniture may not be removed from classrooms without the College's consent. Chairs for the Hall are included in the hire charge. No items of furniture may be taken onto the College's grounds.
- 4.3 Access to toilet facilities is always included within each hire, except where only the field/pitches are hired. Toilets may be hired at an additional cost.
- 4.3 No adaptations, modifications or additions may be made to any part of the electrical installations in the College.
- 4.4 Use of the College's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.
- 4.5 The College must be advised if food is being brought onto the premises. Cooking is not permitted. Where permission is granted, the Hirer must ensure that an appropriately qualified person is in attendance during the hire.

#### **5. APPLICATIONS BY EXTERNAL ORGANISATIONS PROVIDING ACTIVITIES FOR CHILDREN AND YOUNG PEOPLE**

We expect all organisations to be able to answer and provide evidence of, where requested:

The point of contact for access to the file of professional and character references of all staff that have contact with children.

A Child Protection Policy which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.

Copies of DBS checks on all staff before they are left unsupervised with children.

A record of appropriate qualifications and registrations held by staff.

Registration details with an appropriate registered body as applicable.



## 6. INSURANCE COVER

- 6.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- 6.2 The Hirer must indemnify the College in the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place.

## 7. COPYRIGHT AND PUBLIC PERFORMANCES LICENCES

- 7.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.
- 7.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 29/33 Berners Street, London W1.
- 7.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording, no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.
- 7.4 Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.
- 7.5 The Hirer shall indemnify and keep indemnified the College from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

## 8. EMERGENCY PROCEDURES

In the event of a fire, the fire brigade need to know:

- Are all persons accounted for?
- The location of the fire.
- The best route to the fire.

***If you detect a fire, do not put yourself at risk but activate the alarm by breaking the glass. A continuous bell will sound. The assembly point is on the playground to the rear of the College.***

- All personnel must evacuate the building by the nearest route.
- Do not use the lifts.
- Do not re-enter the building until the all clear is given.
- The Hirer must contact the College supervisor by telephone.
- The Hirer must determine if all people are accounted for.

Hirers should remind all personnel that Misuse of fire extinguishers is unacceptable; it is a criminal offence. Misuse is potentially dangerous and may threaten everyone's safety.

## **9. COLLEGE RESPONSIBILITIES**

The College supervisor is the College's representative. A mobile contact number will be provided for the College supervisor at the start of each Hire.

The College supervisor will ensure:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the College
- b) That the premises are in a safe and satisfactory condition for the Hirer
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the College or its contents
- g) That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) That, as far as they are able, your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
- i) That you are treated you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.



## APPENDIX B – Booking form

### BOOKING FORM FOR COLLEGE LETTINGS

(Please use BLOCK CAPITALS)

Name of Hirer: <i>(person, body, association, limited company)</i>	
Address of Hirer:	
Contact Number(s):	
Email Address:	
<i>Please provide details of contact person for the hire if different to the above</i>	
Name / Address / Contact Number(s) / Email Address	

Purpose of Hire:			
Attendees:	Total Number of Attendees:	Number of Adults:	Number of Children:
SINGLE BOOKING	Date of Booking:	Start Time:	End Time:
BLOCK BOOKINGS	Frequency/ Days:		
	Start Date:		Start Time:
	End Date:		End Time:
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>			

Facility Required (please tick):	<input type="checkbox"/> Sports Hall	<input type="checkbox"/> Gymnasium
<input type="checkbox"/> Manning Hall	<input type="checkbox"/> Dining Room	<input type="checkbox"/> Classroom
<input type="checkbox"/> <i>Other (Specify)</i>	<input type="checkbox"/> <i>Other (Specify)</i>	<input type="checkbox"/> <i>Other (Specify)</i>
Equipment Required:		
Other Arrangements:		

*The College does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.*

Will refreshments be served?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will alcohol be consumed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, will the alcohol be served or sold?	<input type="checkbox"/> SERVED	<input type="checkbox"/> SOLD
<i>If permitted by the College, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. Please contact the Colchester Licensing Authority.</i>		
I have read and accept the terms and conditions and confirm that I am over the age of 18.		
Signed (Hirer):		Date:
Full Name (Hirer):		
<i>You will be sent confirmation of whether this application has been accepted or rejected by post or email.</i>		
<b>PLEASE RETURN THE FORM TO:</b>		
Chris Brown Business Manager St Benedict's Catholic College Norman Way Colchester CO3 3US c.brown@stbenedicts.essex.sch.uk		
Please ensure a copy of your public liability insurance policy certificate is enclosed		
(College Use Only)		
This application for letting is   ACCEPTED   /   REJECTED		
Signed		Date:
Name:		Position:
<i>No letting will be regarded as booked until the deposit and booking fee is received in full, all requested paperwork has been submitted and a signed approval letter is issued by the College.</i>		
Adequate evidence of own insurance cover has been supplied and retained by College?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will the letting involve working with children/young people?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes</b> , the Hirer has provided their safeguarding procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## **APPENDIX C - Example approval letter**

[Date]

[insert applicant's name]

[insert applicant's address]

Dear [insert applicant's name]

### **Re: HIRE OF COLLEGE PREMISES [insert booking reference]**

St Benedict's Catholic College has approved your application subject to the terms and conditions, for the hire of the College's premises on [insert date], between [start time] to [end time].

The facilities which you have permission to use are:

- [List of accommodation including access to toilets, kitchen, first aid, reception as appropriate]
- [list of all equipment]

Other facilities and equipment are not to be used without prior permission.

Attached is an invoice which covers the booking fee and refundable deposit. The invoice must be paid in full 30 days prior to the booking date. Please note this hire will not be regarded as booked until payment is received.

Payment can be made by via online banking to Lloyds Bank, Sort Code 30-92-16 Account Number 5890 8260.

Following the hire and once the College has made certain that the Hirer is not liable for any additional charges, the deposit held by the College will be refunded.

On the date of the hire, a member of the College Supervisor will be your main point of contact. A mobile number will be provided on the day.

Yours sincerely

Chris Brown  
Business Manager